

JAN 14 '99

2-55PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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OF COUNSEL
URBAN A. LESTER

January 14, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D C 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U S C. Section 11301(a) are four (4) copies of a Partial Restatement of Assignment Agreement, dated January 13, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 18468.

The names and addresses of the parties to the enclosed document are

Assignor: Newcourt Commercial Finance Corporation
(f/k/a AT&T Commercial Finance Corporation)
Two Gatehall Drive
Parsippany, New Jersey 07054

Assignee: Newcourt Communications Finance Corporation
(f/k/a AT&T Credit Corporation)
Two Gatehall Drive
Parsippany, New Jersey 07054

There is no new or additional railroad equipment involved with this filing

Mr Vernon A Williams
January 14, 1999
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

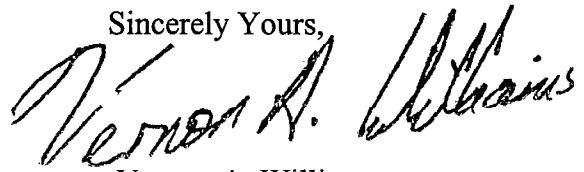
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth St., NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.
11301 and CFR 1177.3 (c), on 1/14/99 at 2:55PM, and
assigned recordation numbers (s): 18468-M.

Sincerely Yours,

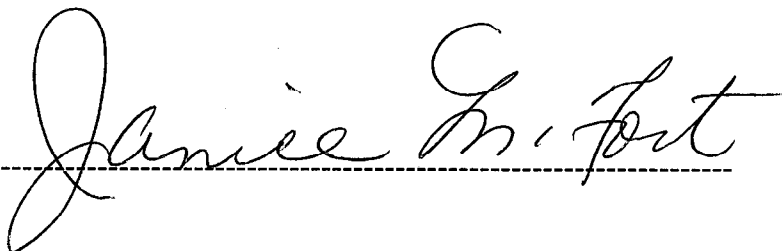

Vernon A. Williams

Enclosure(s)

26.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



JAN 14 '99

2-55 PM

PARTIAL RESTATEMENT OF ASSIGNMENT AGREEMENT

This **PARTIAL RESTATEMENT OF ASSIGNMENT AGREEMENT** (this "Agreement") is made and executed as of the 13th day of January, 1999, by and between **NEWCOURT COMMERCIAL FINANCE CORPORATION, f/k/a AT&T Commercial Finance Corporation**, a corporation organized pursuant to the laws of the State of Delaware and having a place of business located at Two Gatehall Drive, Parsippany, New Jersey 07054 ("Newcourt Commercial"), and **NEWCOURT COMMUNICATIONS FINANCE CORPORATION, f/k/a AT&T Credit Corporation**, a corporation organized pursuant to the laws of the State of Delaware and having a place of business at Two Gatehall Drive, Parsippany, New Jersey 07054 ("Newcourt-CFC").

WITNESSETH:

WHEREAS, Newcourt Commercial and Newcourt-CFC are parties to a certain Assignment Agreement dated as of May 1, 1998 by and between AT&T Commercial Finance Corporation and AT&T Credit Corporation, attached hereto and made a part hereof as Exhibit A (the "Assignment Agreement"), pursuant to which, among other things, Newcourt Commercial assigned all of its rights and interests, and delegated of all of its duties, obligations and liabilities, under or in respect of certain transactions, as more fully described therein, to Newcourt-CFC, and Newcourt-CFC accepted such assignment of all of Newcourt Commercial's rights and interests, and such delegation of all of Newcourt Commercial's duties, obligations and liabilities, under or in respect of such transactions; and

WHEREAS, the transactions subject to the Assignment Agreement included, among other things, those certain transactions evidenced by:

(i) that certain Amended and Restated Equipment Lease Agreement dated as of December 22, 1993 by and between Southern Pacific Transportation Company, as lessee, and AT&T Commercial Finance Corporation, as lessor, which was filed and recorded with the Interstate Commerce Commission, n/k/a the Surface Transportation Board (the "STB") on December 22, 1993 and bears Recordation Number 18468-E, and which amended and restated, in part, that certain Equipment Lease Agreement dated as of November 12, 1993 by and between Southern Pacific Transportation Company, as lessee, and AT&T Commercial Finance Corporation, as lessor, which was filed and recorded with the STB on November 12, 1993 and bears Recordation Number 18468;

(ii) that certain Amended and Restated Lease Supplement No. 1, dated December 22, 1993, by and between Southern Pacific Transportation Company, as lessee, and AT&T Commercial Finance Corporation, as lessor, which was filed and recorded with the STB on December 22, 1993 and bears Recordation Number 18468-F, and which amended and restated that certain Lease Supplement No. 1, dated November 12, 1993, by and between Southern Pacific Transportation Company, as lessee, and AT&T Commercial Finance Corporation, as lessor, which was filed and recorded with the STB on November 12, 1993 and bears Recordation Number 18468-A;

(iii) that certain Amended and Restated Lease Supplement No. 2, dated December 22, 1993, by and between Southern Pacific Transportation Company, as lessee, and AT&T Commercial Finance Corporation, as lessor, which was filed and recorded with the STB on December 22, 1993 and bears Recordation Number 18468-G, and which amended and restated that certain Lease Supplement No. 2, dated November 12, 1993, by and between Southern Pacific Transportation Company, as lessee, and AT&T Commercial Finance Corporation, as lessor, which was filed and recorded with the STB on November 12, 1993 and bears Recordation Number 18468-B; and

(iv) that certain Amended and Restated Mortgage and Security Agreement dated as of December 22, 1993 by and between Southern Pacific Transportation Company, and AT&T Commercial Finance Corporation, as Collateral Agent, which was filed and recorded with the STB on December 22, 1993 and bears Recordation Number 18468-H, and which amended and restated, in part, that certain Mortgage and Security Agreement dated as of November 12, 1993 by and between Southern Pacific Transportation Company and AT&T Commercial Finance Corporation, as Collateral Agent, which was filed and recorded with the STB on November 12, 1993 and bears Recordation Number 18468-C (collectively, the "Southern Pacific Transactions"); and

WHEREAS, Newcourt Commercial and Newcourt-CFC are desirous of partially restating the Assignment Agreement, solely insofar as, and to the extent that, the Assignment Agreement relates to the Southern Pacific Transactions;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby undertake and agree as follows:

1. Newcourt Commercial hereby assigns all of its rights and interests and delegates all of its duties, obligations and liabilities under or in respect of the Southern Pacific Transactions to Newcourt-CFC, and Newcourt-CFC hereby accepts such assignment of all of Newcourt Commercial's rights and interests, and such delegation of all of Newcourt Commercial's duties, obligations and liabilities under or in respect of the Southern Pacific Transactions.

2. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of Newcourt Commercial's assignment and delegation to Newcourt-CFC of and with respect to the Southern Pacific Transactions, and supersedes any prior or contemporaneous oral or written statements, communications or agreements, with respect to the subject matter hereof.

3. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED, AND THE RIGHTS AND OBLIGATIONS HEREUNDER AND THE PERFORMANCE THEREOF SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAWS (OTHER THAN THE CONFLICT OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW JERSEY.


4. This Agreement may not be changed, altered, modified, amended, terminated, rescinded, supplemented or otherwise affected except in a writing signed by the respective duly authorized representatives of the parties hereto.

5. By executing this Agreement, each of the parties hereto hereby agrees to execute and provide (or cause to be executed and provided, as the case may be) such other or further documents, agreements, certificates, information, instruments, acknowledgments and consents, and to take (or cause to be taken, as the case may be) such other or further actions, as may be reasonably required fully to effectuate and facilitate the terms and conditions of this Agreement.

6. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

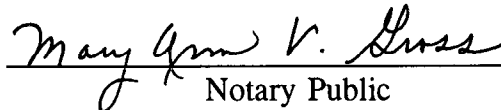
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first set forth hereinabove.

**NEWCOURT COMMERCIAL FINANCE CORPORATION,
f/k/a AT&T Commercial Finance Corporation**

By: 
Name: John P. Sirico, II
Title: Vice President

State of New Jersey)
 :
County of Morris)

On this 13th day of January, 1999, before me personally appeared, John P. Sirico, II, to me personally known, who being by me duly sworn, did say that he is a Vice President of **Newcourt Commercial Finance Corporation, f/k/a AT&T Commercial Finance Corporation**, that foregoing instrument was signed and sealed on January 13, 1999 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public




[Notarial Seal]

MARY ANN V. GROSS
Notary Public of New Jersey
My Commission Expires July 2, 2002

My commission expires: _____.

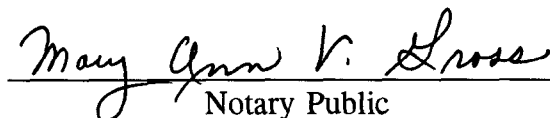
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first set forth hereinabove


**NEWCOURT COMMUNICATIONS FINANCE
CORPORATION, f/k/a AT&T Credit Corporation**

By: 
Name: John P. Sirico, II
Title: Vice President

State of New Jersey)
 :
County of Morris)

On this 13th day of January, 1999, before me personally appeared, John P. Sirico, II, to me personally known, who being by me duly sworn, did say that he is a Vice President of **Newcourt Communications Finance Corporation, f/k/a AT&T Credit Corporation**, that the foregoing instrument was signed and sealed on January 13, 1999 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public


[Notarial Seal]

My commission expires: _____
MARY ANN V. GROSS
Notary Public of New Jersey
My Commission Expires July 2, 2002

**EXHIBIT A
TO
PARTIAL RESTATEMENT OF ASSIGNMENT AGREEMENT
DATED AS OF JANUARY 13, 1998
BETWEEN
NEWCOURT COMMERCIAL FINANCE CORPORATION
F/K/A AT&T COMMERCIAL FINANCE CORPORATION
AND
NEWCOURT COMMUNICATIONS FINANCE CORPORATION,
F/K/A AT&T CREDIT CORPORATION**

Please see attached.

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "Agreement") is made and executed as of this 1st day of May, 1998, by and between **AT&T COMMERCIAL FINANCE CORPORATION**, a corporation organized pursuant to the laws of the State of Delaware and having a place of business located at 44 Whippany Road, Morristown, New Jersey 07960-4558 (the "AT&T-CFC"), and **AT&T Credit Corporation**, a corporation organized pursuant to the laws of the State of Delaware and having a place of business at 44 Whippany Road, Morristown, New Jersey 07960-4588 ("AT&T Credit").

WITNESSETH:

WHEREAS, AT&T-CFC and AT&T Credit are wholly-owned subsidiaries of AT&T Capital Corporation; and

WHEREAS, AT&T-CFC desires to assign all of its rights and interests, and to delegate of all of its duties, obligations and liabilities, under or in respect of the transactions set forth in Schedule A attached hereto and made a part hereof (collectively, the "AT&T-CFC Transactions") to AT&T Credit, and AT&T Credit desires to accept such assignment of all of AT&T-CFC's rights and interests, and such delegation of all of AT&T-CFC's duties, obligations and liabilities, under or in respect of the AT&T-CFC Transactions; and

WHEREAS, AT&T Credit desires to assign all of its rights and interests, and to delegate of all of its duties, obligations and liabilities, under or in respect of the transactions set forth in Schedule B attached hereto and made a part hereof (collectively, the "AT&T Credit Transactions") to AT&T-CFC, and AT&T-CFC desires to accept such assignment of all of AT&T Credit's rights and interests, and such delegation of all of AT&T Credit's duties, obligations and liabilities, under or in respect of the AT&T Credit Transactions;

NOW, THEREFORE, in consideration of the terms, covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby undertake and agree as follows:

1. AT&T-CFC hereby assigns all of its rights and interests and delegates all of its duties, obligations and liabilities under or in respect of the AT&T-CFC Transactions to AT&T Credit, and AT&T Credit hereby accepts such assignment of all of AT&T-CFC's rights and interests, and such delegation of all of AT&T-CFC's duties, obligations and liabilities under or in respect of the AT&T-CFC Transactions.

2. AT&T Credit hereby assigns all of its rights and interests and delegates all of its duties, obligations and liabilities under or in respect of the AT&T Credit Transactions to AT&T-CFC, and AT&T-CFC hereby accepts such assignment of all of AT&T Credit's rights and interests, and such delegation of all of AT&T Credit's duties, obligations and liabilities under or in respect of the AT&T Credit Transactions.

3. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of AT&T-CFC's assignment and delegation to AT&T Credit of and with respect to the AT&T-CFC Transactions and AT&T Credit's assignment and delegation to AT&T-CFC of and with respect to the AT&T Credit Transactions, and supersedes any prior or contemporaneous oral or written statements, communications or agreements, with respect to the subject matter hereof.

4. **THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED, AND THE RIGHTS AND OBLIGATIONS HEREUNDER AND THE PERFORMANCE THEREOF SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAWS (OTHER THAN THE CONFLICT OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW JERSEY.**

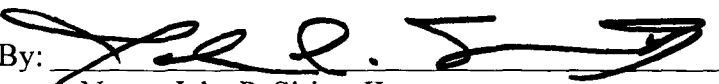
5. This Agreement may not be changed, altered, modified, amended, terminated, rescinded, supplemented or otherwise affected except in a writing signed by the respective duly authorized representatives of the parties hereto.

6. By executing this Agreement, each of the parties hereto hereby agrees to execute and provide (or cause to be executed and provided, as the case may be) such other or further documents, agreements, certificates, information, instruments, acknowledgments and consents, and to take (or cause to be taken, as the case may be) such other or further actions, as may be reasonably required fully to effectuate and facilitate the terms and conditions of this Agreement.

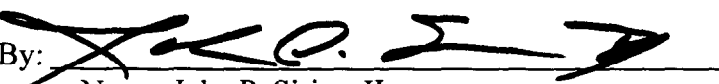
7. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first set forth hereinabove.

AT&T COMMERCIAL FINANCE CORPORATION

By: 
Name: John P. Sirico, II
Title: Vice President

AT&T CREDIT CORPORATION

By: 
Name: John P. Sirico, II
Title: Vice President

**SCHEDULE A
TO
ASSIGNMENT AGREEMENT
DATED AS OF MAY 1, 1998
BY AND BETWEEN
AT&T COMMERCIAL FINANCE CORPORATION
AND
AT&T CREDIT CORPORATION**

List of AT&T-CFC Transactions

Please see attached.

A-40 (AT&TCFC) to A90 - AT&T Credit Corp.

1. A.O. Smith Corporation
2. Air & Water Technologies
3. Bay Cities Leasing
4. CB Containers, Inc.
5. Centennial Printing
6. Faircom Flint, Inc.
7. Frozen Specialties
8. Kasler Corporation
9. Lobdell Emery Corporation
10. Marriott Corporation
11. Navistar
12. Plastipak Packaging
13. Quaker Fabric Corporation
14. Southern Pacific Transportation
15. The White Lilly Foods
16. Treasure Chest
17. Wagonmaster Transportation
18. Williamson Printing
19. Windmill Corporation

**SCHEDULE B
TO
ASSIGNMENT AGREEMENT
DATED AS OF MAY 1, 1998
BY AND BETWEEN
AT&T COMMERCIAL FINANCE CORPORATION
AND
AT&T CREDIT CORPORATION**

List of AT&T Credit Transactions

Please see attached.

A90 (AT&T Credit Corp) to A40 (AT&T CFC)

Centercom Arkansas

Fibernet, Inc.

Mississippi 34 Cellular

Ohio Linx C/o ICG Access

Omega Cellular Partners

Poms, Smith, Lande

S&P Cellular